

***NATIONAL MARINE FISHERIES SERVICE INSTRUCTION 36-101-01
MARCH 13, 2000***

***Human Resources
Rotational Assignments***

AGREEMENT WITH FAO FOR ROTATIONAL ASSIGNMENTS

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OPR: F/ (A. Rosenberg)
Type of Issuance: Renewal (01/06)

Certified by: F/

SUMMARY OF REVISIONS:

Signed _____
[Approving Authority name] Date
[Approving Authority title]

AGREEMENT

between

**THE NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION OF THE
NATIONAL MARINE FISHERIES SERVICES**

(Hereinafter referred to as
"the Institution")

**THE FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED
NATIONS**

(Hereinafter referred to as
"FAO" or the "Organization")

WHEREAS

- the Council of FAO, at its Hundred and Sixth Session in June 1994, agreed on the need to strengthen FAO as a centre of excellence and to seek broadened partnerships with external partners and the private sector in order to enhance the work of the Organization;
- the Institution has considerable experience and expertise in areas related to the work of the Organization;
- the Institution and FAO wish to establish a cooperative mechanism whereby each party may benefit from the experience and expertise of the other in matters of common concern thus enhancing their respective work through increased collaboration;

NOW THEREFORE the Parties hereto agree as follows:

ARTICLE I

Cooperation in establishing a programme of academic exchange

The Institution and FAO agree to cooperate in establishing a programme of academic exchange ("the Programme") in accordance with the terms and conditions set out in this Agreement.

ARTICLE II

Functioning of the Programme

2.1 FAO shall from time to time communicate to the Institution a list of its priority programmes as established by the Governing Bodies of FAO and the specific subject matters on which the Parties may exchange their respective experience and expertise.

2.2 The Institution shall communicate to FAO -

- (a) full information on its expertise in the subject matters communicated under paragraph 2.1. above; and
- (b) the names and curricula vitae of individual visiting fellows belonging to the Institution who are willing to participate in the Programme.

2.3 The Institution shall bring the Programme to the attention of its Members and, where appropriate, shall use its good offices to assist in identifying or procuring funding for individual projects agreed upon between the Institution and FAO, and shall take such other measures as it may consider appropriate to facilitate the proper functioning of the Programme.

ARTICLE III

Terms and Conditions for Agreed Projects under the Programme

3.1 The terms and conditions for each project shall be agreed upon between the Institution and FAO.

3.2 Such projects shall normally entail the preparation of a joint study on a topic agreed between FAO and the Institution, undertaken by a visiting fellow or fellows from the Institution concerned, involving a period of study and/or discussions in FAO Headquarters and, as appropriate, field trips.

3.3 The assignment by the Institution of a visiting fellow or fellows to a project under this Programme shall be subject to the prior approval of FAO.

3.4 The Institution shall be responsible for covering the costs of salary and social security benefits, including accident and medical insurance, for visiting fellows whom it assigns to projects.

3.5 FAO will be responsible for

- (a) all costs of travel approved by FAO and incurred in connection with the project; and
- (b) the payment of a daily subsistence allowance to be paid directly to the visiting fellow while on travel status or assignment at FAO Headquarters or in the field, at the flat rate of US\$2,500 (two thousand five hundred US dollars) per month. Such payment shall not prejudice the right of the Institution or any other entity concerned to pay to the visiting fellow such supplementary daily subsistence allowance as they may deem appropriate.

3.6 In no case, shall a visiting fellow from the Institution have the status of an FAO staff member during the period of assignment.

3.7 Agreements to be concluded between FAO and the Institution concerned shall cover, *inter alia*, the following points:


- (a) the subject and details of the study to be undertaken;
- (b) the identity of the visiting fellow or fellows assigned to the project;
- (c) the nature, extent and detailed description of the supervision and/or cooperation to be given by FAO to the visiting fellow or fellows;
- (d) the financial responsibilities of each party;
- (e) provisions regarding intellectual property rights over such study.

ARTICLE IV

Entry into force and termination

- 4.1 This Agreement shall enter into force upon the signature thereof by both parties.
- 4.2 This Agreement may be terminated at any time by either party upon giving three months notice in writing to the other party.
- 4.3 Notwithstanding a termination of this Agreement under paragraph 2 above, any obligations assumed by the Parties vis-a-vis a visiting fellow assigned under this Agreement and by the Institution vis-a-vis FAO in respect of any such assignment shall continue in force until the end of the period of such assignment or until such obligations are otherwise completely discharged.

Signed 
 For and on behalf of
 the Institution

Signed 
 Charles E. Riemenschneider
 For and on behalf of the Food
 and Agriculture Organization
 of the United Nations

Date 3/13/00

Date 10/3/00